



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON FORT WAINWRIGHT
1046 MARKS ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE CONSTRUCTION OF A HANGAR FOR THE GRAY EAGLE
UNMANNED AIRCRAFT SYSTEM (UAS)
AT
FORT WAINWRIGHT, ALASKA**

FW-MOA-1803

WHEREAS, the United States Department of the Army, acting through the United States Army Garrison Fort Wainwright, Alaska (USAG FW), determined that the construction of a hangar on Ladd Field constitutes an Undertaking (Undertaking) subject to Section 106 of the National Historic Preservation Act (NHPA), 54 USC § 306108, and its implementing regulations, 36 CFR § 800, as amended; and

WHEREAS, this Undertaking will involve the construction of a hangar on the southwest corner of Ladd Field within the boundaries of the Ladd Field National Historic Landmark (NHL) (FAI-00236) and the Ladd Air Force Base Cold War Historic District (HD) (FAI-01288) to accommodate the permanent stationing of the Gray Eagle UAS unit as part of the US Army Alaska Aviation Task Force at Fort Wainwright; and

WHEREAS, the USAG FW defined the Undertaking's Area of Potential Effect (APE) as Ladd Field NHL and Ladd Air Force Base Cold War HD; and

WHEREAS, the USAG FW determined that the Undertaking will have a direct adverse effect on the Ladd Air Force Base Cold War HD, consulted with the Alaska State Historic Preservation Officer (AK SHPO) pursuant to 36 CFR § 800, and received concurrence with this finding on 20 July 2017; and

WHEREAS, the USAG FW determined that the Undertaking will not adversely affect the Ladd Field NHL, consulted with the AK SHPO and received concurrence with this finding on 20 July 2017; and

WHEREAS, the USAG FW invited the National Park Service (NPS) to participate in consultation and they accepted on 7 January 2016; and

WHEREAS, the USAG FW consulted with the NPS to mitigate adverse effects to the NHL resulting from the new construction, incorporating elements of Birchwood Hangars into the new construction design; and

WHEREAS, the USAG FW consulted the NPS regarding the proposed finalized design, found here as Attachment B, on 18 May 2017; and

WHEREAS, the USAG FW invited the Advisory Council on Historic Preservation (ACHP) to participate in the consultation and they declined on 4 August 2017; and

WHEREAS, the USAG FW invited the Fairbanks North Star Borough, a Certified Local Government, to participate in the consultation and they accepted on 11 May 2015 and participated in multiple meetings on the construction of the new hangar, most recently on 11 July 2017; and

WHEREAS, the USAG FW invited the Tanana-Yukon Historical Society to participate in the consultation and they accepted on 11 May 2015 and participated in multiple meetings on the construction of the new hangar, most recently on 28 June 2017; and

NOW, THEREFORE, the USAG FW and AK SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties:

STIPULATIONS

The USAG FW shall ensure that the following measures are carried out:

I. MITIGATION

Re-evaluation of the Ladd Air Force Base Cold War Historic District:

1. The USAG FW will complete a re-evaluation of the Ladd Air Force Base Cold War HD, including an analysis of cumulative effects to the HD since 2001 from undertakings, and re-assess the properties within the HD as contributing or non-contributing. The re-evaluation will also include a map of the current boundary of the HD and any recommended boundary revisions. Buildings and structures will be identified by building numbers, contributing or non-contributing status, and by AHRS numbers. Non-extant properties will be identified by their original building numbers, and the former locations shown by dotted or dashed lines.

2. Within two (2) years of execution of this MOA, the USAG FW will submit a draft of the re-evaluation to the AK SHPO and other consulting parties for a 30-day (calendar days) review period. The USAG FW will consider any comments on the draft received from the consulting parties.

3. The USAG FW will submit a final version of the re-evaluation to the AK SHPO and other consulting parties within two (2) years after submitting the first draft.

II. POST REVIEW UNANTICIPATED DISCOVERIES

If potential historic properties are discovered or there are unanticipated effects to historic properties, the USAG FW shall implement the discovery plan included as Attachment A.

III. DISPUTE RESOLUTION

A. Should any signatory party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the USAG FW shall consult with such party to resolve the objection.

B. If the USAG FW determines that such objection cannot be resolved, the USAG FW will forward all documentation relevant to the dispute, including the USAG FW's proposed resolution, to the ACHP. The ACHP shall provide the USAG FW with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USAG FW shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories, and provide them with a copy of this written response. The USAG FW will then proceed according to its final decision.

C. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, the USAG FW may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USAG FW shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA and provide them and the ACHP with a copy of such written response.

D. The USAG FW's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

E. Should an objection pertaining to this MOA be raised by a member of the public at any time during implementation of any stipulation in this MOA, the USAG FW shall notify the consulting parties to this MOA and take the objection into account.

IV. AMENDMENT

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

V. TERMINATION

A. If any signatory believes that the terms of this MOA are not being honored or cannot be carried out, or that an amendment to its terms should be made, that signatory will immediately consult with the other signatories to consider and develop amendments to the MOA per 36 CFR § 800.6(c)(7) and § 800.6(c)(8).

B. If this MOA is not amended as provided for in Stipulation IV, the USAG FW or the SHPO, may terminate this MOA. The party terminating this MOA will provide all other signatories a written explanation for the reasons for termination. If this MOA is terminated and prior to work continuing on the Undertaking, the USAG FW must either (a) execute a new MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7 and shall notify the signatories as to the course of action it will pursue.

VI. ANTI-DEFICIENCY ACT

All requirements set forth in this MOA requiring the expenditure of the USAG FW funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. § 1341). No obligation undertaken by the USAG FW under the terms of this MOA will require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

VII. DURATION

This MOA shall become effective upon execution by the signatories and shall remain in effect until terminated or five (5) years after it becomes effective.

EXECUTION of this MOA by the signatories and implementation of its terms evidence that the USAG FW has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

Signatories:

US ARMY GARRISON FORT WAINWRIGHT, ALASKA

By: 

SEAN N. FISHER

COL, AR

Commanding

Date: _____

OCT 19 2017

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REGARDING
THE CONSTRUCTION OF A HANGAR FOR THE GRAY EAGLE UAS
AT
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FW-MOA-1803

Signatories:

ALASKA STATE HISTORIC PRESERVATION OFFICER

By:



JUDITH E. BITTNER

Alaska State Historic Preservation Officer

Date: 10/27/17

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Concurring parties:

NATIONAL PARK SERVICE

By: 

HERBERT C. FROST, Ph.D.

Regional Director, Alaska Region

Date: 6 Nov 2017

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Concurring parties:

FAIRBANKS NORTH STAR BOROUGH – HISTORIC PRESERVATION COMMISSION

By: Rebecca Hurbi
~~ANGELA LINN~~ REBECCA HURBI
Chair

Date: 12/19/17

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FW-MOA-1803

Concurring parties:

TANANA-YUKON HISTORICAL SOCIETY

By: Ronald Inouye
RONALD INOUE
President

Date: Nov 15, 2017

ATTACHMENT A

POST REVIEW AND UNANTICIPATED DISCOVERIES PLAN

A. In the course of conducting approved activities, the USAG FW and/or their contractors shall not intentionally or knowingly affect (such as remove, disturb, or cause to be removed or disturbed) any historic properties outside the approved scope of work.

B. In the event that a previously unidentified archaeological resource is discovered during ground-disturbing activities, all ground-disturbing activity shall immediately cease in the area of the discovery until the USAG FW Cultural Resource Manager (CRM) can evaluate the resource in coordination with the USAG FW personnel who meet the Secretary of the Interior's Professional Qualification Standards for Archeologists. If approved by the CRM, subsurface work may continue in areas where subsurface archaeological resources are not reasonably expected to be encountered. The USAG FW shall notify the SHPO within 24 hours of discovery. In addition, work may resume in affected areas after approval by the CRM and the SHPO. The USAG FW shall notify appropriate Alaska Native tribes regarding applicable discoveries and related actions within three (3) business days, and the USAG FW shall ensure that any archaeological work that may be necessary shall be completed in accordance with the NHPA, and the Archaeological Resources Protection Act, codified at 54 U.S.C. § 300101, et seq., as amended (ARPA). Construction work may continue in the project area outside the archaeological resource area.

C. The USAG FW, the SHPO, and the Alaska Native tribes, if they so request shall immediately inspect the work site to determine the nature and area of the affected archaeological resource. Within ten (10) business days of the original notification of the discovery, the USAG FW, in consultation with the SHPO, and the Alaska Native tribes where appropriate, shall determine the NRHP eligibility of the resource.

D. If it is determined that the archaeological resource does not meet the NRHP Criteria as set forth at 36 CFR § 60.4, as amended (the NRHP Criteria), the USAG FW may resume work in the affected area.

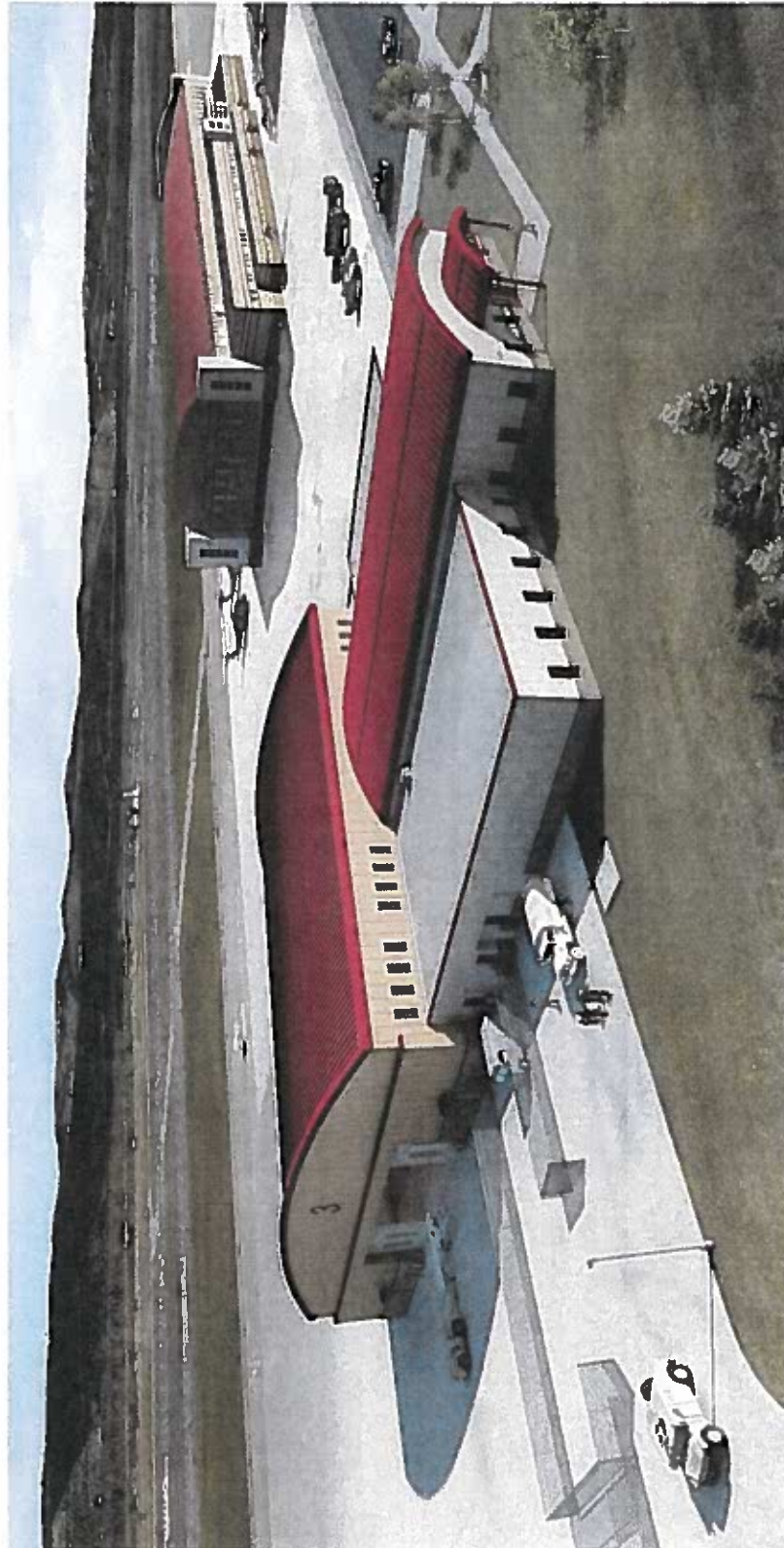
E. If the USAG FW determines that the resource meets the NRHP Criteria, the USAG FW shall comply with 36 CFR § 800.13(b) as expeditiously as possible, but within 48 hours of discovery.

F. If human remains are inadvertently discovered; the USAG FW shall notify the SHPO within 24 hours of discovery. The USAG FW shall cease all work and ensure that the remains are secured from further disturbance or vandalism until after the appropriate law enforcement authorities have ensured that the remains are not related to any crime, and until a plan for treatment has been developed. If the USAG FW determines that the remains are Native American, the Garrison Commander shall immediately undertake any actions necessary under the Native American Graves

Protection and Repatriation Act, as amended. If the USAG FW determines that the remains are not Native American, and do not warrant criminal investigation, the USAG FW shall immediately notify the SHPO and consult with the SHPO to identify descendants or other interested parties, if any. The USAG FW, in consultation with the SHPO and any interested parties, shall develop a plan for the respectful treatment and disposition of the remains.

G. If during the course of the Undertaking there are any unforeseen or unanticipated effects to historic properties, the USAG FW shall initiate consultation pursuant to 36 CFR § 800.13 to resolve the unforeseen effects.

ATTACHMENT B
DESIGN FROM WINNING BID FOR GRAY EAGLE UAS HANGAR (EXTERIOR
VIEWS)



AERIAL VIEW FROM SOUTH WEST

2016-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-

1700 36 E.A.S. WASHDC A
FOOTING UNIT AT 08-08

DY 1800 08200 1900C

PROPOSAL DESIGNS
1001 W. 9th AVE. #207

Reference
100-1002
G-102



AERIAL VIEW FROM NORTHEAST

THE UNIVERSITY OF CHICAGO

**1 THE 2003-04 BUDGET
FOR THE MAINTENANCE AND
REPAIRS**

G-103

